

General Terms and Conditions

1. SCOPE

- 1.1. There is a standard agreement between the director of the accommodation company „berge 85 GmbH“: Christian Knorst (hereinafter called the accommodation company) and the contractual partner (hereinafter called the customer) that only these general terms and conditions apply for all contracts and other services. Deviating, contradictory or supplementary agreements shall not become a part of the contract or agreement concerned, even if they are known to us, unless they have been expressly accepted in writing.
- 1.2. Definition: Essential contractual obligations are obligations that protect the legal position of the customer, which are material to the contract and which have to be granted to the customer under the contract in terms of subject matter and purpose; essential contractual obligations are also obligations whose fulfilment makes the due performance of the contract possible where the customer regularly relies on and may rely on compliance with such obligations.

2. CONTRACT CONCLUSION

- 2.1. Offers in brochures, advertisements, etc. are without obligation and subject to confirmation. The customer booking constitutes the offer.
- 2.2. The contract is concluded when the accommodation company confirms the booking.
- 2.3. All agreements made between the accommodation company and the customer for the purpose of execution of this contract, must be made in writing.

3. SERVICES

The booking confirmation is solely significant for the scope of the contractual services offered by the accommodation company.

4. PRICES

- 4.1. The prices given in the booking confirmation are end prices and include all subsidiary costs, unless these are specifically stipulated.
There may be separate remunerations for tourist or visitor's taxes or for services that necessitate consumption-based or specifically agreed invoicing and for optional or additional services.
- 4.2. Prices include legal VAT.
- 4.3. The agreed price is due for payment when the contract has been concluded. Unless otherwise agreed, the amount is payable within 30 days of booking confirmation to the accommodation company. The accommodation company reserves the right to demand immediate payment by the customer for use of the contractual services (arrival) or at a later time.
- 4.4. The accommodation company reserves the right to demand appropriate payment or security in the form of a credit card guarantee, an advance payment or similar from the customer on contract conclusion.

5. CUSTOMER CANCELLATION (ANNULMENT, CANCELLATION) / NON-USE OF THE SERVICES PROVIDED BY THE ACCOMODATION COMPANY (NO SHOW)

- 5.1. On contractual conclusion both contractual partners are obliged to honour the contract, regardless of the length of contractual validity. Withdrawal from a binding booking from the customer's side without charge is basically excluded.
- 5.2. The customer's contractual right of withdrawal from the contract made with the accommodation company expressly requires a written agreement between the customer and the accommodation company. If a date has been set in writing between the accommodation company and the customer for a withdrawal from the contract without payment, the customer may withdraw from the contract up to the named date without initiating the agreed payment. The customer's right of cancellation lapses if he or she does not exercise this right towards the accommodation company in writing by the agreed date. The cancellation comes into effect once the accommodation company has received the customer's declaration of cancellation.
- 5.3. Should the customer withdraw from the contract without an agreement having been agreed upon in writing, the accommodation company has the right to claim the full payment, less the amount that has been saved due to the fact that the services offered have not been availed of. The accommodation company reserves the right to make a flat-rate deduction for saved expenses. The customer is entitled to provide evidence to the effect that the accommodation company either incurred no damage at all or that the actual damage incurred amounts to much less than the amount of the claim.
- 5.4. In the case of a withdrawal in line with number 5.3. the accommodation company can claim a lump-sum compensation amount from the customer as follows:

In the event of cancellation up to 30 days before the beginning of the service period:
cancellation without charge.
In the event of cancellation 29 – 15 days before the beginning of the service period:
50 % of the value of the agreed service.
In the event of cancellation from 14 days before the beginning of the service period:
70 % of the value of the agreed service.

Groups and events (occupancy of 5 apartments or more)
In the event of cancellation up to 30 days before the beginning of the service period:
cancellation without charge.
In the event of cancellation 29 – 15 days before the beginning of the service period:
60 % of the value of the agreed service.
In the event of cancellation from 14 days before the beginning of the service period:
80 % of the value of the agreed service.
- 5.5. Numbers 5.2. to 5.4. do not apply in the case of a breach of obligation by the accommodation company to take into account the rights, objects of legal protection and interests of the customer, if adherence to the contract from the side of the customer is no longer reasonable.
- 5.6. The statutory rights of withdrawal remain unaffected by the aforementioned provisions.
- 5.7. In case of a no show, without notifying the accommodation company at the beginning of the rental period, the claim to the entire reservation expires.

6. CANCELLATION BY THE ACCOMODATION COMPANY

- 6.1. If payment of an agreed advance amount is not made even after a statutory deadline set by the accommodation company has elapsed, the accommodation company is entitled to withdraw from the contract.
- 6.2. If the withdrawal proceeds as in the aforementioned number, the accommodation company can claim damage payments from the customer according to the rules laid out in number 5.4.. There is no claim for damage payments if the withdrawal takes place up to 30 days before the beginning of the service period.
- 6.3. The accommodation company is entitled to effect extraordinary rescission of the contract for materially justifiable cause, for example if:
 - 6.3.1. An act of God or other circumstances not influenced by the accommodation company render the fulfilment of the contract impossible;
 - 6.3.2. Rooms are booked with misleading or false information regarding major facts, such as the identity or the purpose of the stay.

7. CUSTOMER RIGHTS AND OBLIGATIONS

The customer does not reserve the right to make the vacation apartment / function room available to a third party, in particular to sublet it to a third party. The customer does not reserve the right to use the vacation apartment /function room for any other purpose than that agreed in the contract.

8. PROVISION OF ROOM, HANDLING OVER AND RETURN

- 8.1. Booked vacation apartments are available for the customer from 3 p.m. on the agreed day of arrival. The customer has no right to an earlier time of provision.
- 8.2. On the agreed day of departure the vacation apartments should be vacated by 11 a.m.; if this time is exceeded on the day of departure 30 % of the accommodation price will be charged.
- 8.3. Function room times of availability shall be arranged individually.

9. LIABILITY OF THE ACCOMODATION COMPANY

- 9.1. The accommodation company is only liable when responsible for damages.
- 9.2. Customer claims for compensation are ruled out. With the exception of compensation for death, bodily injury or damage to health if the accommodation company is responsible of a breach of conduct. Other compensation, which arises from gross negligence on the part of the accommodation company and compensation, which is based on an intentional or negligent breach of contract typical duties of the accommodation company shall also be deemed an exception. A breach of contract by the accommodation company equates with that of our legal representatives or persons in the performance of our obligations.
- 9.3. Liability of the accommodation company without fault is ruled out according to paragraph 536a section 1 alt. 1 of the BGB (German civil code).

- 9.4. If the customer is provided with a parking space in the house parking lot there is no safekeeping contract. The accommodation company is not liable for the loss or damage of vehicles parked on their property, or their contents, except in the case of intentional or gross negligence.
- 9.5. Any liability from the accommodation company for objects brought by the customer according to para. 701 et seq. of the BGB (German civil code) remain unaffected by this regulation.
- 9.6. Customer claims against the accommodation company from the accommodation contract and customer damage compensation claims expire after one year. The limitation according to para. 548 of the BGB remains unaffected by this regulation.
- 9.7. Number 9.6. does not apply when accusations of gross negligence can be made against the accommodation company or in the event of health or bodily injury and the loss of life of the customer or damage, which is based on the intentional or negligent breach of basic contractual duties by the accommodation company.

10. FINAL CLAUSES

- 10.1. Place of performance and payment is the accommodation company base.
- 10.2. In the event of dispute - including disputes for checks and bills of exchange – the courts at the location of the accommodation company's registered office according to corporate law shall have exclusive jurisdiction for commercial transactions.
- 10.3. German law applies.
- 10.4. Should separate provisions of this agreement with the customer or of these general business terms and conditions be or become ineffective or impracticable in full or in part then the validity of the other regulations will not be affected by this. The entire or partially invalid provision shall then be replaced by a provision whose economic purpose comes as close as possible to that of the invalid provision.

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